

CONTRACT PERIOD THROUGH JULY 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MENTAL /BEHAVIORAL HEALTH SERVICES FOR HEAD START CHILDREN**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 25, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/lc
Attach

Copy to: Clerk of the Board
Nellie Cambell, Human Services/Head Start
Monica Mendoza, Materials Management

(Please remove Serial 97080-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: MENTAL/BEHAVIORIAL HEALTH SERVICES FOR HEAD START CHILDREN & FAMILIES

1.0 INTENT:

The Maricopa County Human Services Department (MCHSD) hereby solicits bids from qualified proposers to provide behavioral health services to children and parents in accordance to the Head Start Performance Standards on Services for Children, U.S. Department of Health and Human Services, Administration on Children, Youth and Families, 45 CFR Parts 1304, 1305 and 1308. These services include:

- 1.1 Administrative Support and Planning (Task A)
- 1.2 On-site Consultation (Task B)
- 1.3 Classroom Behavioral Health Observations (Task C)
- 1.4 Home Behavioral Health Observations (Task D)
- 1.5 Classroom/Home Intervention Plan (Task E)
- 1.6 Family Counseling (Task F)
- 1.7 Crisis Consultation (Task G)

2.0 TECHNICAL SPECIFICATIONS:

2.1 DEFINITIONS:

- 2.1.1 On-site consultation – is a process of case management during which a mental health professional or behavior interventionist confers with the teaching staff, social service staff and/or parent to discuss family needs, goals, and progress as well as the design, implementation, or modification of an Intervention Plan.
- 2.1.2 Classroom Behavioral Health Observation – is when a mental health professional or behavior interventionist observes the physical classroom environment, and the child's social interaction and behavior in the classroom to determine those factors that may be related or contributing to behavioral problems. Unit of service is an observation of a minimum of 2 hours in duration.
- 2.1.3 Home Behavioral Health Observation – is when a mental health professional or behavior interventionist conducts a parent interview and observes the physical environment and social interactions between the child and family members in the child's home to determine factors that may relate or contribute to behavioral problems. Unit of service is an observation of a minimum of one and a maximum of two hours in duration.
- 2.1.4 Classroom/Home Intervention Plan – is when the mental health professional or behavior interventionist designs a series of strategies utilizing classroom and home observations of a child, parent input, and staff input to promote positive interactions between the child and others in the classroom and/or home environment. Intervention plans may include behavior intervention plans or any other plan developed to assist the family in attaining a desired goal. Unit of service equals one hour of staff time.

- 2.1.5 Family Counseling – is when a mental health professional provides non-medical assistance to persons in dealing with such problems as (but not limited to): individual, child, and family behavioral management skills, communication and negotiation skills, parenting skills training, home management skills, case management and the development of linkages to community resources and agencies. Services are to be conducted only at appropriate sites that assure privacy and confidentiality.
- 2.1.6 Crisis Consultation – is a service that provides immediate, short-term counseling by telephone or in person to a family or child in a crisis which relates to the immediate danger, health, or safety of the child or family.
- 2.1.7 Head Start – means an early care and education service for children ages 0-5 that provides a comprehensive health, nutritional, educational, mental health, and social services curriculum. The program encourages the direct participation of parents in the development, conduct and direction of the program to support and enhance the parental role.
- 2.1.8 Home Base Services – are a part of the Head Start program in which teachers regularly visit the home. A lesson is prepared with the parents to assist the family in meeting agreed upon objectives and provide support to the family in teaching children. Usually Home Base is provided to three-year-old children, or where individual conditions warrant home teaching rather than center based teaching.
- 2.1.9 Behavioral/Mental Health Services – means services provided by a mental health professional who is certified by the state or is under the direct supervision of a state certified professional (such as a licensed psychologist) and who is responsible for: (1) assisting in the planning of behavioral health programs; (2) staff consultation and training; (3) observing children and consulting with staff in regard to those observations; (4) advising and assisting in the development of screening and assessment of children for behavioral health needs; (5) providing special help for children with atypical behavior; (6) referring families to community mental health agencies and related resources; (7) advising and supporting parents, and; (8) referring children for diagnostic examinations to confirm that emotional problems do not have a physical basis.
- 2.1.10 Observations – means an act of watching, listening and recording the observable, factual issues such as environment, child actions, staff actions and/or family actions that may be contributing to behavioral health problems in the home and/or classroom.
- 2.1.11 Case Management – using a team approach with the mental health professional/behavior interventionist as the lead agent in designing strategies and providing support services to Head Start children and their families. Teams will include the contract staff, Head Start instructional staff, Head Start social service staff, the parent(s) and others as deemed necessary or beneficial.
- 2.1.12 Case Conference – a meeting that takes place with the mental health consultant/specialist, the instructional staff and/or the social service staff to discuss any ongoing issues of children’s behavioral health, make recommendations for services, review cases and/or review behavior plans.

- 2.1.13 Behavioral Intervention Services – means services provided by a behavioral interventionist responsible for: (1) conducting functional behavioral analysis; (2) designing effective behavior intervention plans; (3) overseeing the progress of the behavior intervention plans.
- 2.1.14 Behavior Interventionist – is a professional with specific experience working with young children in an early education setting, conducting functional behavioral assessment, analyzing behavioral data and designing specific strategies for extinguishing inappropriate behaviors and promoting more positive and acceptable behaviors.
- 2.1.15 Functional Behavior Assessment – Assessment conducted by the behavior interventionist that analyzes behavior and its function for the child through the use of observation, parent and staff input and/or a standardized Functional Behavior Assessment instrument.
- 2.1.16 Behavioral Interventions – specific strategies developed by the behavior interventionist or mental health professional and used by the parents and/or staff to support the child in attaining a desired behavioral goal.
- 2.1.17 Behavior Intervention Plan – is a plan developed by the behavior interventionist based on the functional behavior assessment. Purpose of the plan is to reduce undesirable behavior, while promoting more appropriate behaviors of a child in the home and/or classroom by outlining the targeted behaviors, desired outcomes, and strategies to be used by the parents and staff.
- 2.1.18 Parent Interview – is when a Mental/Behavioral health professional confers with the parent or custodian adult to obtain information on family history, prenatal, medical and developmental history and daily routines through a series of questions and/or using a standardized parent report instrument.
- 2.1.19 Referral – means the arrangement of assistance for individuals to gain access to services through the provision of accurate and current information regarding appropriate resources and/or agencies. The referral must be complete and have parent approval indicated by the parent’s signature. Referrals may be made to the Family Case Specialist through the Case Management process.
- 2.1.20 Behavioral Health Referral – means the referral made by the Head Start staff for contract services with the mental health professional and/or the behavior interventionist.
- 2.1.21 Referral Date – means the date on which the contractor receives the behavioral health referral signed by the parent.
- 2.1.22 Staff /Parent Training – This service provides learning experiences which increase knowledge and/or skills of staff and/or parents related to Mental/Behavioral health issues facing families, young children’s social-emotional development and resources/services available to address these issues.
- 2.1.23 Special Rural Area Provision – Areas of Maricopa County not frequently served because of distance are provided with special compensation. Expenditures must be approved by the Special Needs Coordinator before travel by the contract staff.

****Head Start may pay two (2) extra hours per item for travel to Wickenburg, Aguila, or Gila Bend. Head Start may pay one (1) extra hour per item for travel to Buckeye, Queen Creek/Higley, Williams CDC (in SE Mesa), Taft (NE Mesa) or Cave Creek. No other areas, unless approved prior to travel will receive special rural area provision compensation.**

2.1.24 Mileage Reimbursement – Mileage is paid for travel between centers **during work hours**. Mileage begins only after the first **Head Start destination** has been reached (may include the Durango office, the WSHS delegate office on West Olive, the Grantee-Operated office on East Main in Mesa or a Head Start family’s home). Mileage ends at the final Head Start Site. Reimbursable amount will be set by current County rates in effect at the time of submission.

2.2 GOAL:

Head Start children and their families will have the opportunity for obtaining Mental/Behavioral health support services directed toward the attainment of positive social –emotional development.

2.3 OBJECTIVES:

- 2.3.1 To provide **general** behavioral health services to a maximum of 2300 families from July 1, 2001 to June 30, 2003 through dissemination of information and training opportunities.
- 2.3.2 To provide **individualized** Mental/Behavioral health intervention services to a maximum of 240 families from July 1, 2001 to June 30, 2003.
- 2.3.3 To provide on-site consultation to identified classroom/home base teaching staff and family case specialists using case management strategies that support the development of collaborative relationships among Head Start staff, families, Mental/Behavioral health providers and the larger community.
- 2.3.4 To provide a minimum of two, two-hour training sessions to Head Start teaching staff and a minimum of two, two-hour training sessions to Head Start Family Case Specialists on developing social-emotional competence, supporting parent involvement in the classroom, promoting consistency from home to school, strengthening teachers’ behavior management skills, and topics related to behavioral health issues to meet staff needs.
- 2.3.5 To provide a minimum of four, 1-2 hour training sessions to Head Start parents focused on strengthening parenting competence and fostering parents’ involvement in their children’s Head Start experiences.
- 2.3.6 To provide specific consultation by a behavior interventionist to provide classroom staff and families support and information related to the reduction of specific, inappropriate behaviors.

2.4 TASK A - ADMINISTRATIVE SUPPORT & PLANNING

A minimum of a one-hour monthly meeting with Maricopa County Human Services Department to:

- 2.4.1 Assess and plan training for teachers and family case specialists
- 2.4.2 Assess and plan parent training

- 2.4.3 Provide continuous case review and assessment of ongoing Mental/Behavioral health services

2.5 TASK B – ON-SITE CONSULTATION

A minimum of 2 case conferences conducted by the Mental Health consultant and/or Behavior Interventionist and held with Head Start teams working with identified children and families to:

- 2.5.1 Assess child/family strengths and needs related to behavioral health concerns
- 2.5.2 Review functional behavior analysis and discuss intervention strategies when classroom behavior is the concern
- 2.5.3 Review recommendations for meeting family/child mental health needs
- 2.5.4 Review/assess effectiveness of mental health interventions and/or behavior plans.

2.6 TASK C – CLASSROOM BEHAVIORAL HEALTH OBSERVATIONS

A written two-hour minimum observation of the child in the Head Start classroom to conduct a functional behavioral analysis completed within 7 calendar days upon receipt of referral. This observation will include but not be limited to:

- 2.6.1 Observations of the dynamics and interactions of the child with the teachers, parents, and other children.
- 2.6.2 Observations of the teacher's interactions with the child.
- 2.6.3 Observations of the child's behavioral characteristics (temperament) which may be contributing to the child's difficulties in the classroom.
- 2.6.4 Observations of the classroom physical environment and organizational arrangement.
- 2.6.5 Completion of a Functional Behavior Analysis for each problematic behavior.
- 2.6.6 Assessment of all observations and recommendations for meeting child's social-emotional needs.

2.7 TASK D – HOME BEHAVIORAL OBSERVATIONS

A minimum of a one-hour written observation of the child's interaction in the home will be conducted within ten calendar days upon receipt of referral. This observation will include but not be limited to:

- 2.7.1 Observations of the family's dynamics to include family strengths and needs and interaction with the identified child.
- 2.7.2 Observations of parenting styles
- 2.7.3 Observations of the child's temperament.
- 2.7.4 A summary of the child's natural environments & how they might affect the child's behavior.

2.7.5 Consultant assessments and recommendations for the family

2.8 **TASK E – CLASSROOM/HOME INTERVENTION PLAN**

2.8.1 Using the classroom and/or home observation (Tasks C & D) the mental health professional and/or behavior interventionist together with staff and parents, will design a series of strategies to promote positive interactions between the child and others

2.8.2 A copy of the intervention plan will be left with the parent and staff after the observations are completed

2.8.3 The plan is reviewed with staff and parents during a mutually agreed upon date but no greater than 30 days to determine plan progress and need for modification. (billed under on-site consultation)

2.8.4 Based on the recommendations in the intervention plan, the contractor also may prepare forms, submit information, and refer children for further evaluation to other community agencies within one week of the review of the child's plan. These referrals would be made through the Family Case Specialist unless the family and/or child are in crisis.

2.9 **TASK F – FAMILY COUNSELING**

2.9.1 The contractor will provide a certified counselor to provide counseling sessions to families when a parent referral is made. Counseling per family is limited to not more than five one-hour sessions. If long-term counseling is warranted, the contractor will refer the parent or family to a community mental health agency via the Family Case Specialist working with the family.

2.9.2 The contractor will provide the Head Start Family Case Specialist appropriate referrals and share case information, as appropriate, confidentiality rules will be followed.

2.9.3 In such cases where a family may need more than the maximum number of counseling sessions with the contracted staff, permission must be obtained from the Special Needs Coordinator prior to extended services being rendered.

2.10 **TASK G – CRISIS CONSULTATION FOR HEAD START FAMILIES AND CHILDREN**

2.10.1 The contractor will provide crisis response through telephone contacts and/or classroom visits to Head Start staff during class hours. Telephone contacts shall be returned within one hour. Classroom visits shall be made within the minimal standard of the next day of operation when notified by the Head Start administration if the particular crisis still exists.

2.10.2 The contractor will assist the Head Start Family Case Specialists or the Family Service Specialist, as needed, in obtaining emergency behavioral health services from community agencies.

2.11 BEHAVIORAL HEALTH QUALITY ASSURANCE

- 2.11.1 Satisfaction surveys will be conducted annually
- 2.11.2 All billings will be reviewed and reconciled on a monthly basis.
- 2.11.3 The contract will be monitored for compliance with county standards annually.
- 2.11.4 The MCHS Self-Assessment training tool will be utilized to verify services are rendered in compliance with Federal Head Start Performance Standards.

2.12 REPORTING REQUIREMENTS

- 2.12.1 Each classroom and Home Base visit must be recorded on the appropriate mental health form based on the type of visit (progress note, observation form, home assessment form etc.) and kept in the child's file in the classroom.
- 2.12.2 A Program Information Report (PIR) must be completed and submitted to the Contract Specialist annually on a form provided by the Department, by the date established by the Program Administrator.
- 2.12.3 Claims for reimbursement must be supported by documentation and contain the client's name, the cost incurred, date of service, unit of service, and therapist providing the service.
- 2.12.4 The contractor shall submit to the Special Needs Coordinator a monthly progress report by the tenth (10th) working day of the following month. The Department will provide the reporting format.
- 2.12.5 The contractor and all subcontractors performing under this Contract shall create and maintain client records, financial records, and all other documents and information relevant to this Contract and shall hold open such materials to inspection and review by the Department's official monitors or auditors for three (3) years. All the above may examine, copy, and make use of any and all said materials. A paragraph to this effect shall be placed in all subcontracts.

2.13 STANDARDS/LICENSURE REQUIREMENTS

- 2.13.1 All services must be provided by professionals who meet the State requirements for certification and/or licensure, as well as meet all Day Care Licensing requirements for personnel (which include fingerprinting and a background check) and who have training and/or experience in the needs of young children ages 0-5. Resumes/Vitae of professional staff (including job description[s] for staff not yet hired) who will provide contract services should be provided with the proposal.
- 2.13.2 Psychologists must be certified by the Arizona Board of Behavioral Health Examiners per A.R.S., Title 32, Sections 2061, et seq., or have completed the Ph.D. and function under the direct supervision of a licensed psychologist.
- 2.13.3 Mental Health Counselors (MHC) must be graduates of an accredited university with a degree in counseling, psychology, social work or related fields, be certified by the state of Arizona (or function under the direct supervision of a licensed psychologist or certified CISW) and have experience working with young children and their families.

- 2.13.4 Behavioral Interventionists must be graduates of an accredited university with a degree in counseling, psychology, special education, education or related fields and have experience conducting functional behavioral analysis and developing behavioral intervention plans in the preschool setting.
- 2.13.5 Interns may provide supplemental services at 50% for the regular billing rates. Interns must work under the direct supervision of a certified counselor or licensed psychologist. Permission must be obtained from the Special Needs Coordinator prior to the intern beginning services.

2.14 **PROGRAM REQUIREMENTS**

- 2.14.1 Contractor must provide contract services to each child in the child's dominant language. (Note: Many children in the Head Start program are often bilingual or monolingual in Spanish).
- 2.14.2 All services must meet Head Start Performance Standards (45-CFR-1304), Arizona Regulations R-7-2-401, and Part B of the Individuals with Disabilities Education Act, as amended.
- 2.14.3 Contractor must maintain confidentiality of children's records for a period of three (3) years.
- 2.14.4 Services shall be provided a minimum of one hundred fifty-one (151) days per year. Days of operation will be Monday through Friday, 8:00 A.M. to 5:00 P.M. Classrooms operate Monday through Friday. **See Attachment D, County Holiday Schedule.**
- 2.14.5 All services will be provided in accordance with the applicable service specifications and "unit definitions and principles for computing and recording units".

2.15 **CONTRACTING STANDARDS**

- 2.15.1 2.15.1 This program shall not commence prior to July 1, 2001, and shall not extend beyond June 30, 2003. Option to renew for up to three years will be based on satisfactory performance, availability of funds and approval by the Board of Supervisors.
- 2.15.2 Contractor must be able to confirm that it has all necessary licenses, certificates, and permits for operation of the proposed program in the State, City or Town and County.
- 2.15.3 The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall, to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; American With Disabilities Act and; Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.

- 2.15.4 Contractor must be able to satisfactorily answer all questions in Proposer Information Questionnaire or be able to resolve any negative findings prior to contract award
- 2.15.5 The Contractor must accept the units of service in the objective and to implement the Work Statement contained in this IFB for the proposed contract term.
- 2.15.6 "Maricopa County Minority and Women Owner Business shall not disclose any documents submitted in support of an application for certification, if confidentiality is requested at the time information is submitted, to the extent allowed by Arizona Revised Statutes, Section 39-121."
- 2.15.7 The maximum amount available under this IFB is \$140,000 (FY basis) subject to the availability of funds as currently provided by the grantor. Should additional funds become available additional quantities of services may be required under the same terms and conditions.
- 2.15.8 Contractor must submit a schedule of Proposed Unit Costs with the basis for each cost and include the number (quantity) of each unit to be provided under this contract. Proposed Unit Costs are specific to the list of services Task A through Task G as follows(detailed explanations of tasks are found in the definitions of the Technical Specifications):
- **Administrative Support and Planning (Task A)**
 - **On-site consultation (Task B)**
 - **Classroom Behavioral Health Observations (Task C)**
 - **Home Behavioral Health Observations (Task D)**
 - **Classroom/Home Intervention Plan (Task E)**
 - **Family Counseling (Task F)**
 - **Crisis Consultation (Task G)**
- 2.15.9 Contractor must indicate the intended geographical service area if not the total Maricopa County area, outside the City of Phoenix, whether this proposal is to serve the East Side, West Side, or both. The East Side is defined as east of the City of Phoenix boundaries, which includes Tempe, Scottsdale, Cave Creek, Chandler, Gilbert, Guadalupe Higley, Mesa, and Queen Creek. The West Side is defined as west of the City of Phoenix boundaries and includes Avondale, Glendale, Surprise, Aguila, El Mirage, Peoria, Wickenburg, Buckeye, Gila Bend, and Tolleson.
- 2.15.10 The provisions of A.R.S.§ 46-141 are hereby incorporated as provisions of this Contract.
- 2.15.11 Any contract provider for the provision of services to juveniles shall provide that personnel who are employed by the provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall be finger printed as a condition of employment. The Provider shall submit employee fingerprints to the to the agency designated below before the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision. Personnel under eighteen years of age shall not be prohibited from employment solely because criminal history record information is not available to the department.

- 2.15.11.1 Contractors providing Job Training Partnership Services (JTPA): Arizona Department of Economic Security,
- 2.15.11.2 Contractors providing Head Start Services: Arizona Department of Health Services, Office of Fingerprint Services, 1647 E. Morten Ave., Suite 190, Phoenix, Arizona 85020.
- 2.15.12 The provider shall assume the costs of fingerprint checks and may charge these costs to its finger printed personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- 2.15.13 Personnel who are employed by any provider, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department and notarized whether they are awaiting trial on or have ever been convicted of any of the following criminal offenses in this state or similar offenses in another state or jurisdiction prior to the performance of any job duties by the employee which require or allow the employee to provide services directly to juveniles without supervision.

Sexual abuse of a minor; incest; first or second degree murder; kidnapping; arson; sexual assault; sexual exploitation of a minor; contributing to the delinquency of a minor; commercial sexual exploitation of a minor; felony offenses involving distribution of marijuana or dangerous or narcotic drugs; burglary; robbery; a dangerous crime against children as defined in A.R.S. § 13-604.01; child abuse; sexual conduct with a minor; molestation of a child; manslaughter; aggravated assault.
- 2.15.14 The provider may avoid cancellation or termination of the contract if the person whose fingerprints or certification form shows that he has been convicted of or awaiting trial on an offense or similar offense as listed in this subsection is immediately prohibited from employment or service with the provider in any capacity requiring or allowing the person to provide services directly to juveniles without supervision.
- 2.15.15 The requirements of subsections 1 through 6 of this section do not apply to any personnel who are employed by a provider that has a contract for services to juveniles with or is licensed or certified by the Department of Health Services, The Supreme Court, or the State Department of Juvenile Corrections and who have been finger printed and submitted the required certification forms in connection with that employment.
- 2.15.16 Adult clients of a provider or licensee who are receiving treatment services are exempt from the requirements of this section, unless they provide services directly to juveniles without supervision. Volunteers who provide services to juveniles under the direct visual supervision of the contractor's or licensee's employees are exempt from the fingerprinting requirements of this section.
- 2.16 Estimated Service Population
 - 2.16.1 Approximately 105 classrooms with 17 children/classroom. The “East Side” of the County has approximately 55 classrooms and “ West Side” 50 classrooms, which serve 2,368 children.
 - 2.16.2 Estimated 240 families requiring services beyond initial classroom observation.

2.16.3 Incidents of mental health in this population are similar to other populations in the Valley.

2.17 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for

bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY, upon request**, with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.8 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.9 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.10 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT – (602) 506-33274

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency(ies) shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.21.1 Cancel the Contract, if it is currently in effect.

4.21.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.21.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.23 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such

information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

FAMILY SERVICE AGENCY, 1530 E. FLOWER ST., PHOENIX, AZ 85014

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

PRICING: S083213/B0600834

- 1. TASK A - ADMINISTRATIVE SUPPORT & PLANNING** (Unit of service is defined as 1 hour to 2 hours per session) Required sessions are: two - 2 hour teaching staff training sessions, two - 2 hour Family Case Specialist training sessions, four - 1 to 2 hour parent training sessions.

East locations: 44.25 \$/hr. West locations: 44.25 \$/hr. Both locations: 44.25 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 12 West locations: 12 Both locations: 24

- 2. TASK B – ON-SITE CONSULTATION** (Unit of service is defined as 1 hour/case conferences, minimum of 2 case conferences per child)

East locations: 55.60 \$/hr. West locations: 55.60 \$/hr. Both locations: 55.60 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 70 West locations: 70 Both locations: 140

- 3. TASK C – CLASSROOM BEHAVIORAL HEALTH OBSERVATIONS** (Unit of service is defined as 2 hour/observations)

East locations: 47.00 \$/hr. West locations: 47.00 \$/hr. Both locations: 47.00 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 70 West locations: 70 Both locations: 140

FAMILY SERVICE AGENCY, 1530 E. FLOWER ST., PHOENIX, AZ 85014

4. TASK D – HOME BEHAVIORAL OBSERVATIONS (Unit of service is defined as 1 hour minimum and a maximum of 2 hours/observation)

East locations: 66.00 \$/hr. West locations: 66.00 \$/hr. Both locations: 66.00 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 210 West locations: 210 Both locations: 420

5. TASK E – CLASSROOM/HOME INTERVENTION PLAN (Unit of service is defined as 1 hour/plan)

East locations: 25.00 \$/hr. West locations: 25.00 \$/hr. Both locations: 25.00 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 224 West locations: 224 Both locations: 448

6. TASK F – FAMILY COUNSELING (Unit of service is defined as 1 hour/session and a limit of five sessions per family.)

East locations: 45.00 \$/hr. West locations: 45.00 \$/hr. Both locations: 45.00 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 920 West locations: 920 Both locations: 1,840

7. TASK G – CRISIS CONSULTATION FOR HEAD START FAMILIES AND CHILDREN (Unit of service is defined as 1 hour/crisis consultation.)

East locations: 20.00 \$/hr. West locations: 20.00 \$/hr. Both locations: 20.00 \$/hr.

Number of service units (approximate) to be provided per location, 12 month period:

East locations: 70 West locations: 70 Both locations: 2,704 140

MILEAGE REIMBURSEMENT: Travel between Head Start sites in the performance of the duties as defined herein shall be paid to the contractor at the current County reimbursement rate, at the time of submission.

Please state below, the *approximate miles* of authorized travel anticipated in a 12 month period:

East locations: 1,248 West locations: 1,456 Both locations: 2,704

Terms: 2% 10 DAYS NET 30

Federal Tax ID Number: 86-0096792

Telephone Number: 602/ 264-9891

Fax Number: 602/ 234-2639

Contact Person: Sorrel Bowman-Rogers

Vendor Number: 86-0096792

E-mail Address: FSAPhoenix@aol.com

Contract Period: To cover the period ending **July 31, 2003**